

# U.S. General Services Administration Federal Acquisition Service Acquisition Operations Division

**Date:** June 8, 2015 In Reply Refer To: ID09150006

**From:** Karina R. Levitas, Senior Contracting Officer (FAS)

**Subject:** Request for Quote (RFQ): Defense Manpower Data Center (DMDC)

Information Technology Support Services (ITSS) – Alliant Small Business

eBuy

**To:** All Prospective Offerors

**Reply By: July 9, 2015** 

## A. GENERAL INFORMATION:

- 1. The U.S. General Services Administration (GSA), Acquisition Operations Division (AOD) located in San Francisco, California has a requirement for Information Technology Support Services for the Defense Manpower Data Center (DMDC) located in Seaside, California and the Mark Center, Alexandria, VA. The DMDC requires a full range of Information Technology Support Services (ITSS) and technical solutions that encompasses enterprise level system administration services, operations and configuration management, security management, testing, quality assurance and sustainment requirements of the DMDC installed infrastructure, as well as infrastructure design and deployment of new system initiatives.
- 2. This is an RFQ under GSA's Alliant Small Business (ASB) GWAC for a Firm Fixed Priced / Labor Hour Task Order. Attached you will find the Performance Work Statement (PWS) for Task ID0915006.
- 3. Estimated Period of Performance: The Government anticipates award of this task order for a six (6) month base period and nine (9) six (6) month optional periods, and includes optional CLINs:

Base Period	7/24/15 – 1/23/16
Option Period 1	1/24/16 - 7/23/16
Option Period 2	7/24/16 - 1/23/17
Option Period 3	1/24/17 - 7/23/17
Option Period 4	7/24/17 - 1/23/18
Option Period 5	1/24/18 - 7/23/18
Option Period 6	7/24/18 - 1/23/19
Option Period 7	1/24/19 - 7/23/19
Option Period 8	7/24/19 - 1/23/20
Option Period 9	1/24/20 - 7/23/20

## **B. SUBMISSION OF QUOTATIONS:**



- 1. All offers must be received electronically through the e-Buy web portal by the official closing date and time of **July 9, 2015** at by the e-Buy web portal. Late or quotations identifying any other contract vehicle will not be considered for award.
- 2. The AOD will process this acquisition using GSA IT Solutions Shop (ITSS), which requires offeror participation. ITSS registration is required (https://web1.itss.gsa.gov) Offerors must verify complete business mailing address, contact name, phone number, fax number, remittance address and email address.
- 3. Please submit your quote in accordance with the following instructions and based on the terms and conditions of your ASB contract and prices contained therein. Please ensure that your response includes all requested information and that your technical response clearly demonstrates your company's capability to perform the objectives and requirements PWS.

## C. OFFER SUBMISSION INSTRUCTIONS:

- 1. All offers must be received electronically through the e-Buy web portal by the official closing date and time of **July 9, 2015** by the e-Buy web portal. Late or quotations identifying any contract vehicle other than Alliant Small Business (ASB) will not be considered for award.
- 2. Quotes Submitted via facsimile or email are not permitted and will not be accepted.
- 3. Quotes or quote modifications will not be accepted after the time and due date set forth in Section 4a.
- 4. If selected for award, the Offeror may be required to submit a formal hardcopy version of their quote.
- 5. If your company does not have the ability or willingness to respond to this RFQ, no offers or "no bids" submitted within e-Buy are appreciated.
- 6. The quotation submission will include two Volumes:
  - a. Volume one (1) Technical Submission will include two sections: Section 1: Technical consisting of Technical Approach and Staffing Plan, and Section 2: Past Performance. The Transition Plan, Project Management Plan and Quality Control Plan shall be submitted as part of your technical offer.
  - b. Volume two (2) Price Quotation.
- 7. Your combined technical and price quotations shall not exceed 120 pages in length using 8 1/2 X 11 or 8 1/2 X 14 paper size (Includes all submitted documentation, with the exception of teaming agreements, Transition Plan, Project Management Plan and Quality Control Plan). Unless otherwise specified submission may be submitted using MS Word and Excel, PDF file or compatible products at a minimum 10 point Arial font. Any information included in the offers exceeding the 120 page limit will not be considered in technical evaluation.



- 8. All submitted quotations must be valid for at least 60 days after quotation response date.
- 9. All offers must be Section 508 Rehabilitation Act compliance. Offeror affirmatively indicate compliance by stating conformance the requirements of Section 508.
- 10. Include State Federal Tax Identification (TIN) and Dun and Bradstreet (DUNS) number(s).
- 11. Communication prior to award: Offerors shall direct all communications to the GSA Contracting Officer with a courtesy copy to the Project Manager as listed below. Communications with other officials may compromise the competitiveness of this acquisition and result in removal of the offeror from award consideration or cancellation of this requirement.

Contracting Officer: Karina R. Levitas: <u>karina.levitas@gsa.gov</u>
Project Manager: Emma Andreoli: <u>emma.andreoli@gsa.gov</u>

- 12. Questions or comments regarding this RFQ should be submitted to the Contracting Officer via email at <a href="mailto:karina.levitas@gsa.gov">karina.levitas@gsa.gov</a> no later than June 22, 2015 to allow the Government sufficient time to respond.
- 13. Note: Failure to comply with the terms and conditions of the RFQ may result in rejection of your offeror.

## D. METHOD OF AWARD AND EVALUATION CRITERIA (FACTORS):

- 1. The Government intends to award a task order to meet its needs consistent with the requirements outlined in this RFQ. The task order will be awarded to the responsible Contractor whose quote is determined to be in the Best Value to the Government, considering technical, past performance, and price factors. The non-cost/ price evaluation factors, when combined, are significantly more important than cost/price. The resultant order will be awarded to a single Contractor as per the terms of the Alliant SB GWAC. Based on a Best Value determination, the Government may award the Order to the Offeror submitting other than the lowest priced offer or to other than the highest technically rated Offer.
- 2. Each quote shall be submitted with the most favorable pricing and technical terms the vendor can provide to the Government. The Contracting Officer intends to:
  - a. Award the task order based on initial quotes. An Offeror taking exception to any terms and conditions may be removed from consideration.
  - b. Award the task order without discussions. However, the Contracting Officer reserves the right to hold discussions if necessary. If discussions are conducted, they will occur at the time and place designated by the Contracting Officer. Offerors may be removed from consideration without discussions when deemed appropriate. If discussions are needed, the Government reserves the right to limit the number of offers in the competitive range to permit an efficient competition among the most highly rated offers.



c. Award the task order to the Offeror that represents the best value to the Government by furnishing notice of the award to the successful Offeror.

## 3. Pre-Qualification Criteria:

- a. In order for the Government to complete an equitable, independent and accurate assessment of each Offer, offerors must submit offers addressing the GSA desired outcomes described in the PWS.
- b. Each Offer submitted will be reviewed before it is evaluated to confirm that the offer meets the Pre-Qualification Criteria set forth below. The Offeror shall address the Pre-Qualification Criteria in the Cover Letter portion of their Technical Offer. The Pre-Qualification Criteria will be evaluated on a pass or fail basis. If the offeror does not meet the pre-qualification criteria, the offeror could be disqualified:

#### Pre-Qualification Criteria:

The Offeror must demonstrate that they meet the following Pre-Qualification Criteria listed below in their offer by submitting documentation that indicates compliance with all of the Pre-Qualification Criteria. This information should be included in Volume 1 of Section 1 of the Offeror's technical submission.

- 1. Offerors must be Small Business under the existing Alliant Small Business GWAC.
- 2. Contractor personnel must be able to obtain and maintain the requiring access to classified information will need to obtain the appropriate security clearance prior to beginning work on this contract. Refer to the PWS, Section 14 for a full description of Security Requirements.
- 3. The Offeror must demonstrate their ability to comply with Section 3.4.2 of the PWS:

"The contractor shall ensure the certification compliance IAW DoD 8570.01-M Information Assurance Workforce Improvement Program. Contractor personnel shall agree as a "condition of employment" to obtain the appropriate baseline certification within six months of starting work on this contract. The Contractor shall ensure that all TIER I/TIER II support personnel obtain and maintain certification corresponding to Information Assurance Technical Level I (IAT I). Contractor employees performing functions as Application Support are required to obtain and maintain certification corresponding to Information Assurance Technical Level II (IAT II). Contractor employees performing functions as Systems administrators/Enterprise Management are required to obtain and maintain certification corresponding to Information Assurance Technical Level II (IAT II). Employees performing functions as Network Technicians are required to obtain and maintain certification corresponding to Information Assurance Technical Level II (IAT II). Contractor employees performing functions as Engineers are required to obtain and maintain certification"

c. If the offeror meets the pre-qualification criteria, then the technical offer will be evaluated on the basis of the evaluation factors listed below.



## 4. Evaluation Factors

Factor 1: Technical Approach

Factor 1: Subfactor 1: Technical Solution

Factor 1: SubFactor 2: Staffing Plan

Factor 2: Management Approach

Factor 2: Subfactor 1: Management Solution/Roadmap

Factor 3: Past Performance

Factor 4: Price (Price/Cost)

Factor 1: Technical Approach

This approach should show understanding of the work, including creativity, thoroughness and innovation shown in planned execution of the requirements in the PWS.

The Offeror's technical approach should respond to all of the requirements found in the PWS and instruction to the RFQ. The Government will evaluate the Offeror's knowledge and understanding of the requirements and objectives as outlined in the PWS.

Identify the methodology and techniques the Offeror shall use to fulfill the technical requirements and objectives of the PWS. The technical approach should clearly describe the deliverables/plans to be produced in response to the requirement; Offerors organization's qualifications and corporate capabilities specifically related to perform the work required. The Offeror's Technical approach will be evaluated based on the assessed strengths, weaknesses, deficiencies, uncertainties and risks of each Offeror's Technical offer. Subfactor ratings will be individually evaluated. Subfactor ratings will be rolled up into an overall rating for the Technical Factor.

Factor 1 - SubFactor 1 - Technical Solution

The offeror shall demonstrate that its solution meets the stated objectives of the PWS.

## Factor 1- SubFactor 2 – Staffing Plan

The Government will evaluate the Offeror's understanding of the requirements and details the number of personnel by skill level needed to satisfy the requirements. All proposed skill levels should be consistent with type of services available. Offers will be evaluated on the following:

- A breakdown by skill levels, duties or roles of each skill level, number of personnel, hours. Hourly rates for each CLIN shall be provided for each of the skill levels as part of the price offer and **not** included in the Technical Volume.
- A list of key personnel by name, title, contact information, and proposed duties and roles



- A description of any proposed teaming or subcontractor arrangements, including names, addresses, and points of contact. (Including copy of any applicable agreements). The quote shall clearly identify all team members and business size of each team member, describe the services/labor distribution provided by each team member, and demonstrate to the Government that the Offeror is in full compliance with the total small business set-aside requirements.
- The Government encourages the use of Small Business Concerns to the maximum extent possible. The ABS GWAC Contains FAR Clause, 52.219-14, Limitation on Subcontracting, which will require at least 50 percent of the cost of the contract performance incurred for personnel shall be expended for employees of the ASB contract holder. The quote shall clearly identify all team members/subcontractors and business size of each team member/subcontractor, describe the services/labor distribution provided by each team member/subcontractor, and demonstrate to the Government that the Offeror is in full compliance with the 50 percent self performance requirements.
- Qualifications of Key Personnel
   The Offeror will be evaluated on the experience and qualifications of the proposed
   Key Personnel as stated in the PWS Section 13.0; A resume of each Key Personnel
   shall be included.

## Factor 2: Management Approach

The GSA expects from vendors a high level project management plan (or project plan) that (1) outlines how vendor's project team will deliver the service; and (2) defines how project will be executed, monitored, and controlled. GSA expects the plan to be "the roadmap" for vendor's project; it will guide vendor execution and control of the project. The primary uses of the project plan are to document planning assumptions and decisions; facilitate communication among stakeholders; and document approved scope, cost, and schedule baselines. At a minimum a "road map" of the offer will include:

- Scope Management
- Schedule Management
- Quality Management

The Offeror shall provide a detailed description of their management approach. Each Offer shall be evaluated for quality, completeness, and realism of the approach to manage the requirements in accordance with the PWS. The Offeror's Management approach will be evaluated based on the assessed strengths, weaknesses, deficiencies, uncertainties and risks of each Offeror's Management offer. Subfactor ratings will be individually evaluated. Subfactor ratings will be rolled up into an overall rating for the Management Factor.

## Factor 2 – SubFactor 1 – Quality Control Plan

The Offeror will be evaluated on their Quality Control Plan (QCP). The QCP shall document how the offer will meet and comply with the quality standards established in this PWS. At a minimum, the QCP must include a self-inspection plan, an internal staffing plan, and an outline of the procedures that the offer will use to maintain quality, timeliness, responsiveness, customer satisfaction, and any other requirements set forth in this RFQ.



#### Factor 3: Past Performance

The Government will evaluate a minimum and maximum of three (3) past performance questionnaires from the ASB contract holder and each of its team members (Attachment 4). Please have the references complete the attached Past Performance Questionnaire for each contract/task order and return directly to the Contracting Officer via email at <a href="mailto:karina.levitas@gsa.gov">karina.levitas@gsa.gov</a> with a courtesy copy to Project Manager, Emma Andreoli at emma.andreoli@gsa.gov by close date and time of the RFQ. The rating utilized for Past Performance will be consistent with those included in the questionnaire which is included as an attachment. Ratings assess the risks associated with each offeror's likelihood of success in performing the requirements stated in the RFQ based on the offeror(s) demonstrated performance on recent and relevant contracts. Contracts within the past three years will be considered recent. To be determined relevant, each offeror shall submit a narrative describing how referenced contracts are similar in scope, complexity and dollar value, and description of the work accomplished. The Government may contact the references provided in the Offerors' Quotation, conduct interviews with Contracting Officers, Contracting Officer Technical Representatives, Program Managers, and any other outside sources, including without limitation the Past Performance Information Retrieval Systems and other past performance systems. Failure to include point of contact information, project description in the quotation will be considered noncompliant with the solicitation submittal requirements and thus, offer may not be considered for award.

The Government will provide a neutral rating when the offeror has no relevant past performance record or when the offeror has not provided past performance information and/or when Government was unable to locate any past performance information.

## Factor 4 – Price (cost/price)

The Offeror's price offer will be evaluated separately from the submitted technical quote. The offeror's price quotation will not be given an adjectival rating. However, the Contracting Officer will conduct a form of price analysis to determine price is fair and reasonable in relation to all responsive offers received. The Government hereby seeks further price reductions and Most Favored Customer (MFC) pricing for all priced services. Provide your best discounted rates.

The Government shall evaluate the Offeror's proposed price to ensure that the offered price is fair, reasonable and realistic for the project. The offeror shall submit a price offer which is fair, reasonable and realistic and clearly contains the proposed labor categories, published contract labor rates, the proposed labor rate, the number of hours proposed and the extended price, along with any offered discounts. A quotation that includes individual skill rates that are higher than your published ASB rates for pricing may receive no further consideration. Prices that are excessively high or low may be considered unrealistic, and may receive no further consideration. Price will be evaluated based on the total period of performance. Offerors should identify fully loaded off-site price for each skill level for each year, as applicable to this solicitation.

Provide an introduction and a Microsoft Excel spreadsheet containing itemized prices schedules for the base and option periods. The totals from the itemized price schedules will be summarized in the



pricing schedule provided in Price Schedule- List of Supplies and Services (Attachment 3). Your introduction should describe your basis for pricing the required services and other direct costs such as travel and should utilize the technical and estimating information provided in the PWS. Show your ASB contract number and individual price elements and overall discounted prices, if any.

Labor Category Descriptions – the Offeror shall include a complete pricing schedule for labor, complete description of labor categories, including at a minimum, title of labor category, function performed, qualifications, certification and education required, estimated hours and the rates used to arrive at your proposed price.

Travel – Cost Reimbursable Travel in accordance with FAR 31.205-46 and FTR and JTR as required. For evaluation purposes, insert a not-to-exceed amount listed in the Pricing Schedule: List of Supplies and/or Services – Attachment 3.

## E. EVALUATION CRITERIA ORDER OF IMPORTANCE

- 1. The Non Cost/Price evaluation factors are significantly more important than price. Where the technical evaluation factors become equal, price becomes the determining factor for award.
- 2. Factor 1 is more important than Factor 2, Factor 2 is more important than Factor 3 and Factor 4, Price, is least important. Within each factor, the sub-factors are of equal importance. The importance of Factor 4 will increase if offerors are considered essentially equal in terms of technical and management capability and past performance or if a price is so significantly high as to diminish the value of the offer's technical superiority to the government.
- 3. Offers submitted in response to this RFQ shall be evaluated based on the following evaluation factors in descending order of importance. An adjectival rating system will be used of "Exceed", "Met" and "Not Met" to evaluate Technical Factors

TECHNICAL EVALUATION CRITERIA AND DEFINITIONS	
ADJECTIVE	DEFINITION AND CRITERIA
EXCEED	The Offer has exceptional merit and reflects an excellent approach which will clearly result in the superior attainment of all requirements and objectives. This clearly achievable approach includes numerous advantages and essentially no disadvantages, which can be expected to result in outstanding performance. The risk of unsuccessful performance is very low as the Offer provides solutions which are unquestionably feasible and practical. These solutions are further considered very low risk in that they are exceptionally clear and precise, fully supported, and demonstrate a clear understanding of the requirements.  Risk Level: Low
MET	The Offer demonstrates an approach which is capable of meeting all requirements and objectives. The approach includes both advantages and
	disadvantages, where the advantages are not outweighed by the



re mo so so su	disadvantages. Collectively, the advantages and disadvantages are likely to result in acceptable performance. The risk of unsuccessful performance is moderate, as the Offer solutions are generally feasible and practical. These solutions are further considered to reflect moderate risk in that they are somewhat clear and precise, partially supported, and demonstrate a general understanding of the requirements. Risk Level: Moderate	
ve ap Co pe co fu: pr re	The Offer demonstrates an approach which, based on a very high risk, will very likely not be capable of meeting all requirements and objectives. This approach has substantial disadvantages, which outweigh the advantages. Collectively, the advantages and disadvantages will not result in satisfactory performance. The risk of unsuccessful performance is very high as the Offer contains solutions which are not feasible and practical. The solutions are further considered to reflect very high risk in that they lack any clarity or precision, are unsupported, and do not demonstrate an understanding of the requirement.  Risk Level: High	
PAST PERFORMANCE EVALUATION CRITERIA AND DEFINITIONS		
ADJECTIVE	DEFINITION AND CRITERIA	
EXCELLENT	Essentially no doubt exists that the offeror will successfully perform the required effort based on their performance record.  Risk Level: Low	
ADEQUATE	Some doubt exists that the offeror will successfully perform the required effort based on their performance record. Risk Level: Moderate	
POOR	It is extremely doubtful that the offeror will successfully perform the required effort based on their performance record. Risk Level: High	
NEUTRAL	The offeror has little/no relevant past performance upon which to base a meaningful performance risk prediction. Risk Level: Unknown	

## E. OFFER SUBMISSION INSTRUCTIONS:

1. Format of Submission of Quote:

VOLUME I	
Section 1: Cover Letter / Executive Summary/ Address Pre-Qualification Factors /	
Corporate Information listed in C. 10	
Section 2: Technical Approach, Staffing Plan, Management Approach-Road Map,	
Quality Control Plan, Transition Plan	
Section 3: Past Performance Reference Page	
VOLUME II	
Section 1: Pricing Summary	



Section 2: Completed Attachment 2: Schedule of Supplies and Services

- 2. Prospective Offeror Questions
  - a. All quotations must be submitted on-line utilizing the e-Buy RFQ web portal.
  - b. Questions or comments regarding this RFQ should be submitted to the Contracting Officer via email at <a href="mailto:karina.levitas@gsa.gov">karina.levitas@gsa.gov</a> and courtesy copied to the Project Manager at <a href="mailto:emma.andreoli@gsa.gov">emma.andreoli@gsa.gov</a> no later than June 22, 2015 to allow the Government sufficient time to respond.
  - c. Consolidated questions and answers will be released on e-buy as an amendment to the solicitation.
  - d. In submitting questions, please cite the relevant section, paragraph, and page number. Questions should be written in a way that enables clear understanding of the contractors' issues or concerns without specifically listing or mentioning the name of their company.

#### F. ADDITIONAL SOLICITATION PROVISIONS AND CONTRACT CLAUSES

- 1. FAR 52.217-5--Evaluation of Options (July 1990): Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s). (End of provision)
- 2. FAR 52.217-8--Option to Extend Services (Nov 1999): The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 5 calendar days. (End of Clause)
- 3. FAR 52.217-9--Option to Extend the Term of the Contract (Mar 2000): The Government may extend the term of this contract by written notice to the Contractor within 10 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension. If the Government exercises this option, the extended contract shall be considered to include this option clause. The total duration of this contract, including the exercise of any options under this clause, shall not exceed 30 months. (End of Clause)
- 4. FAR 52.245-1 -- Government Property (Jun 2007)
- 5. FAR 52.219-14 Limitations on Subcontracting (NOV 2011)
- 6. FAR 52.219-13 Notice of Set-Aside of Orders (NOV 2011)



- 7. FAR 52.219-6 Notice of Total Small Business Set-Aside (NOV 2011)
- 8. FAR 52.227-14 Data Requirements (General)
- 9. FAR 52.227-16 Additional Rights in Data
- 10. DFAR 252.227-7013 Rights in Technical Data--Noncommercial Items.
- 11. DFAR 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation.
- 12. DFAR 252.227-7015 Technical Data-Commercial Items.
- 13. DFAR 252.227-7022 Government Rights (Unlimited).
- 14. GSAM 552.232-73, Availability of Funds (Sep 1999)
- 15. Optional Performance CLINs: The government may exercise optional performance CLINS as identified in attached schedule and PWS. Offerors must provide pricing data for all optional performance CLINS in accordance with the PWS and proposed technical solution. All optional contract line items may be exercised at the sole discretion of the Government and are contingent upon the availability of appropriated funds and changing requirements.

## 16. SOFTWARE MADE AVAILABLE FOR CONTRACTOR'S USE (May 2008)

- a) The Government, from time to time, may make certain software acquired under license available to the contractor for its use in the performance of this contract.
- b) The contractor recognizes and acknowledges that such software or data contained therein may be proprietary and confidential to a third party.
- c) The contractor agrees that it and its employees will not use, copy, disclose, modify, or reverse engineer such software except as permitted by the license and any other terms and conditions under which the software is made available to the contractor.
- d) The contractor is not authorized to violate any software licensing agreement, or to cause the Government to violate any licensing agreement. If, at any time during the performance of this contract, the contractor has reason to believe that its use of Government furnished software may involve or result in a violation of NSF's licensing agreement, the contractor shall promptly notify the CO, in writing, of the pertinent facts and circumstances. Pending direction from the CO, the contractor shall continue to perform to the full extent possible without using the software in question.

#### 17. ORGANIZATIONAL CONFLICT OF INTEREST

a) The contractor warrants that, to the best of the contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the contractor has disclosed all such relevant information.



- b) The contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the contractor will make a full disclosure in writing to the CO immediately. This disclosure shall include a description of actions which the contractor has taken or proposes to take, after consultation with the CO, to avoid, mitigate, or neutralize the actual or potential conflict.
- c) Remedies The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the CO, the Government may terminate the contract for default, or pursue such other remedies as may be permitted by law or this contract.
- d) The contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions which shall conform substantially to the language of this clause, including this paragraph (d).
- e) The contractor will be required to warrant that, to the best of its knowledge and belief, and except as otherwise set forth in this contract, it does not have any organizational conflict of interest as defined in FAR 2.101 and FAR Subpart 9.5.
- f) Undisclosed Organizational Conflicts of Interest will be grounds for Termination for Default.
- 18. **KEY PERSONNEL (AUG 2011):** The personnel listed below are considered essential to the work being performed hereunder. Prior to substituting, removing, replacing, or diverting any of the specified individuals, the Contractor shall notify the Contracting Officer 15 working days in advance and shall submit a written request and justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this Contract. The proposed substitution of personnel must meet or exceed the education, experience, and other technical requirements of the personnel being replaced. No change in personnel shall be made by the Contractor without the prior written consent of the Contracting Officer. However, in urgent situations, as determined or agreed to by the Contracting Officer, an oral request to substitute key personnel may be approved and subsequently ratified by the Contracting Officer in writing. Such ratification shall constitute the consent of the Contracting Officer required by this paragraph. The Contracting Officer will notify the Contractor within 10 working days after receipt of all required information of the decision on the substitution(s). In the event the proposed substitution of key personnel does not meet or exceed the education, experience, and other technical requirements of the personnel being replaced, the Government reserves the right to require continued performance of previously approved key personnel or to require substitution of acceptable replacements for the individuals specified below. The key personnel listed below may, with the consent of the contracting parties, be amended from time to time during the course of the Contract to either add or delete personnel as appropriate.

Position/Labor Category



Program Manager	
ITSM LEAD	
Incident Manager Lead	
Lead Project Manager	

(End of clause)